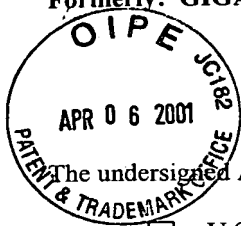


Practitioner's Docket No.: 26046-
Formerly: GIGA-005/00US

09-635 777

PATENT



**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- ☐ U.S. Patent No. _____
☒ U.S. application no. 09/635,777, filed on August 11, 2000

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APR 11 2001
MAY 25 2001
Group 2100

#7

hereby appoints the following attorneys of Wilson Sonsini Goodrich & Rosati Technology Center 2100

Attorney Name	Reg. No.	Attorney Name	Reg. No.
Paul Davis	29,294	David J. Weitz	38,362
David J. Abraham	39,554	U.P. Peter Eng	39,666
George A. Willman	41,378	Barbara J. Courtney	42,442
Jinntung Su	42,174	Van Mahamedi	42,828
Richard L. Gregory	42,607	Shirley Chen	44,608
Kenta Suzue	45,145	Shailesh Mehra	44,934
John Gilmore	46,375	Jonathan T. Manson	43,774

and all Wilson Sonsini Goodrich & Rosati attorneys registered to practice before the United States Patent and Trademark Office, to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

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MAY 25 2001

(complete one of the following)

- ☒ a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
☐ the Assignment recorded on ___ at reel ___, frames ___-___.

Technology Center 2100

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all correspondence and telephone calls to:

Name	Van Mahamedi					
Address	Wilson Sonsini Goodrich and Rosati					
Address	650 Page Mill Road					
City	Palo Alto	State	CA	Zip	94304	Customer No.: 021971
Country	USA	Telephone	(650) 493-9300	Fax	(650) 493-6811	

ASSIGNEE: GIGABEAT, INC.

Name: Charles M. Smith
(Signature)

Name: Charles M. Smith
(Type or Print)

Title: Business + Legal Affairs

Date: 3/28/01

ASSIGNMENT
(Joint)

Wilburt Juan LABIO, Giao Thanh NGUYEN, Winston Wencheng LIU and Gurmeet Singh MANKU residing at 979 Belmont Terrace #6, Sunnyvale, California 94086; 4813 Rue Calais, San Jose, California 95136; 15705 Granada Drive, Moreno Valley, California 92551; and 124-A Escondido Village, Stanford, California 94305, respectively (hereinafter referred to as "Assignors") have made an invention(s) relating to certain new and useful improvements in:

SYSTEM AND METHOD FOR SEARCHING PEER-TO-PEER COMPUTER NETWORKS

set forth in an application for Letters Patent of the United States, which is a

- (1) [] provisional application
- (a) [] to be filed herewith; or
- (b) [] bearing Application No. , and filed on ; or
- (2) [x] non-provisional application
- (a) [] having an oath or declaration executed on prior to filing of application; or
- (b) [] to be filed herewith; or
- (c) [x] bearing Application No. 09/635,777, and filed on August 11, 2000 ; and

WHEREAS, GIGABEAT, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 345 California Avenue, Suite 3, Palo Alto, California 94306 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the date of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Nov. 9, 2000

By: Wilburt Juan LABIO

Wilburt Juan LABIO

State of: CALIFORNIA

County of: SANTA CLARA

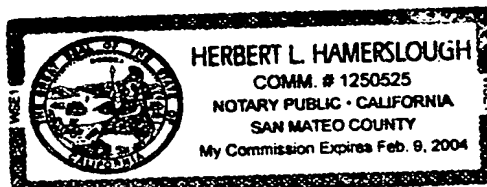
The preceding Assignment was acknowledged before me this 9TH day of NOV. 2000
by WILBURT JUAN LABIO

Herbert L. Hamerslough

Notary Public

My Commission Expires:

FEB. 9, 2004

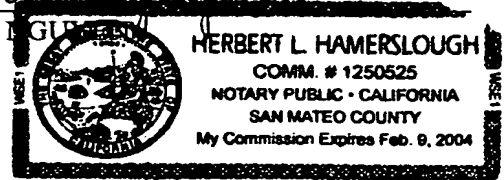


Date: Nov 9, 2000

By: Giao Nguyen
Giao Thanh Nguyen

State of: CALIFORNIA

County of: SANTA CLARA



The preceding Assignment was acknowledged before me this 9TH day of NOV. 2000
by GIAOTHANH NGUYEN

Herbert L. Hamerslough

Notary Public

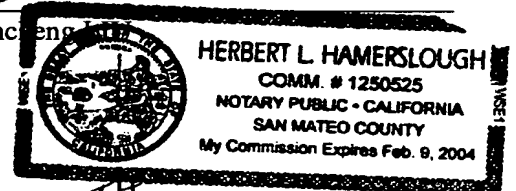
My Commission Expires:
FEB. 9, 2004

Date: NOV. 9, 2000

By: Winston Wencheng
Winston Wencheng

State of: CALIFORNIA

County of: SANTA CLARA



The preceding Assignment was acknowledged before me this 9TH day of NOV. 2000
by WINSTON WENCHENG

Herbert L. Hamerslough

Notary Public

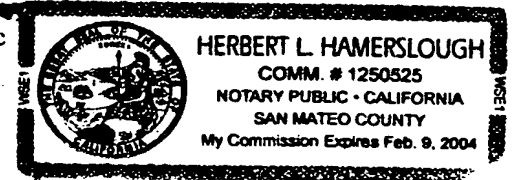
My Commission Expires:
FEB 9, 2004

Date: NOV. 9, 2000

By: Gurmee Singh
Gurmee Singh MANKU

State of: CALIFORNIA

County of: SANTA CLARA



The preceding Assignment was acknowledged before me this 9TH day of NOV. 2000
by GURMEET SINGH MANKU

Herbert L. Hamerslough

Notary Public

My Commission Expires:
FEB. 9, 2004

